

TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS

MEMO TO: FRANK DUNCAN, P.E., Chief District Engineer (D- 7 )  
SUBJECT: IM-NH 75-7 (122) 157 PCN- 20687  
GRANT COUNTY  
Subcontract No. 02 A JAVIER STEEL CORPORATION

The Department of Highways, records indicate the proposed subcontractor is a currently approved qualified contractor with the Department. Further, it has been determined that the total amount proposed for subcontracting to date is less than 50% of the total amount of original contract; therefore, it meets the approval of the Department of Highways for HAYDON BRIDGE CO. to subcontract the listed items of work to JAVIER STEEL CORPORATION

This approval is given with the definite understanding that all conditions relating to the Specifications, plans, proposal and instructions governing this contract are to be fully complied with by the subcontractor; further, the prime contractor's responsibility is in no way relieved or diminished as a result of this approval. Also, the prime contractor or a representative of his basic organization as general superintendent shall be on the project at all times when construction is in progress to receive and carry out such instructions as the Engineer may give.

This approval is contingent upon the subcontractor fully complying with the keeping in Kentucky, until released by the Department of Highways, completed and accurate records not limited to, but including, daily time books, payrolls, cancelled checks, invoices, etc., readily available for inspection by representatives of the Kentucky Department of Highways at any reasonable time.

Further, the contractor is to submit or require the above subcontractor to submit ALL FEDERAL PROJECTS the following forms:

Certified Transcript of Weekly Payroll, Form TC 14-308 and Form WH 348 must accompany each weekly payroll

We received and have in our files certificate indicating current public liability insurance with CINCINNATI INSURANCE CO. with expiration date of 03/07/2004 as coverage of operations to be performed by JAVIER STEEL CORPORATION in which is satisfactory.

A copy of this letter is being sent to the contractor and subcontractor in order that they may be familiar with the requirements to be met by an approved subcontractor.

Approval Date- 12/04/2002  
Total Value of Subcontract- \$ 147812.62

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Dexter Newman, P.E.  
Director, Division of Construction

cc:  
Contractor : EATON ASPHALT PAVING CO., INC. Subcontractor : JAVIER STEEL CORPORAT  
Resident Engineer : SIMPSON, M., District - 7  
Division of Contract Procurement: R. Stansel  
Office of Minority Affairs: Anna Patterson Division of Unemployment Insurance  
Kentucky Association of Highway Contractors Plantmix Industry of Ky., Inc.  
FHWA

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

PROJECT CODE NO : 02-0687  
DBE Firm/Subcontract # : \_\_\_\_\_

TO : Rick Stansel  
Executive Director Division of Contract Procurement  
FROM : Haydon Bridge Company, Inc.  
~~XXX~~ Contractor  
Sub

*Reviewed & approved: alr*  
12/14/02

SUBJECT : Grant IM-NH 75-7 (122) 157

County \_\_\_\_\_ Project Number \_\_\_\_\_

I hereby request to utilize for DBE participation a portion of the subject project to:  
Javier Steel Corporation  
of Louisville, Kentucky  
DBE Employer Identification Numbers: 61-1079249 KY 111542 .88%  
The amount to be subcontracted by this request is \$147,812.62 or 9.75% Contract \$214,500.10 or 13.74%  
(original contract ) or a subcontract amount of \$ 4,515,473.82 14.15% of the  
16,783,888.44 1560759.76

I have previously requested approval for subcontracts or agreements with other DBE as follows:  
Name of DBE firm DBE Amount DBE %

NH Stone 74849490 2.46

**CONTRACT PROCUREMENT**  
**APPROVAL DATE** 12/11/02  
**QUALIFIED** Steel & Associates .88%

Totals based on original contract Amounts \$147,812.62 9.75% 5.34

Contract "Worth" Amount \$214,500.10

Contract % 13.74  
DEPT. OF HIGHWAYS  
DIVISION OF  
CONTRACT PROCUREMENT  
DEC 2 2 05 PM '02  
14.15%

This section applicable if DBE firm is also a Subcontractor of work on Project:  
This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number CPP-07311524

Cincinnati Insurance Company

which expires on \_\_\_\_\_

March 7, 2004

with \_\_\_\_\_

Name of Insurance Company  
XXX Contractor's Signature  
Sub

Date 11-14-02

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
Rev. 06/11/02

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Project Code Number (PCN): **02-0687**

DBE Firm **Javier Steel Corporation**

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.  
(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "Laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit Price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
<del>0003</del> + E004 4	5	Steel Reinforcement Epoxy Coated	KG	41,318.0000	\$1.60	\$66,108.80	41,318.0000	\$1.1961	\$49,420.46
<del>0004</del> + E005 5		Steel Reinforcement-Epoxy Coated	KG	87,289.0000	\$1.70	\$148,391.30	87,289.0000	\$1.1272	\$98,392.16

Comments:

Page Total **\$214,500.10**

**\$147,812.62**

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
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Project Code Number (PCN) 02-0687

~~XXXX~~ Sub Haydon Bridge Company, Inc DBE Firm Javier Steel Corporation

- (\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.
- (\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.
- Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

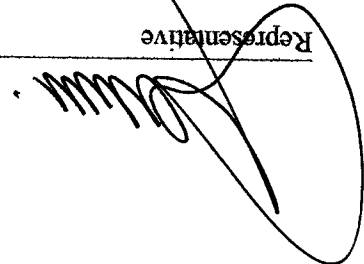
**DBE Participation Non-Pay Estimates Work Items**

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments

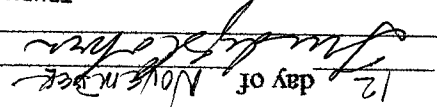
**Kentucky Transportation Cabinet  
Department of Highways  
Division of Construction**

**SUBCONTRACTOR'S CERTIFICATION RECEIPT OF CONTRACT PROPOSAL**

I hereby certify that **JAVIER STEEL CORPORATION** (Subcontracting Company) of Louisville, Kentucky, have a copy of the contract proposal in the Bid Letting October 2002 For PCN **02-0687 GRANT COUNTY Project No. IM NH 75-7 (122) 157** abide by the condition set forth and therein said proposal.

 Representative  
11/12/02 Date  
Javier Steel Corporation Subcontracting Company

Hereby recognized as an official representative of this Company, with full authority to sign, I understand and am fully aware of the conditions set forth and herein by this statement.

Sworn to me this 12 day of November, 2002  
 NOTARY PUBLIC  
My Commission Expires TRUDY COLVIN  
Notary Public, State of Large, KY  
My Commission Expires July 26, 2005

## SUBCONTRACT

THIS SUBCONTRACT, made and entered into this 13<sup>th</sup> day of November, 2008 by and between HAYDON BRIDGE COMPANY, INC., P.O. Box 175, Springfield, Kentucky 40069 (hereinafter "Contractor"), and JAVIER STEEL CORPORATION, P.O. Box 7448, Louisville, Kentucky 40207 (hereinafter "Subcontractor", whether one or more).

WITNESSETH: Whereas Contractor has heretofore been awarded a contract with Eaton Asphalt Paving Company, Inc., 1075 Eaton Drive, Covington, Kentucky 41017, (hereinafter "Owner"), on the 8<sup>th</sup> day of November, 2002 (hereinafter "Prime Contract") for the construction project described as Grant County, IM-NH 75-7 (122) 157, PCN 02-0687, (hereinafter referred to as the "Project"), and the parties hereto desire that Subcontractor shall perform certain work in connection therewith:

IT IS THEREFORE contracted and agreed between the Contractor and Subcontractor as follows:

I. Description of Work. Subcontractor shall furnish all materials, supplies, labor, supervision, tools, machinery, equipment, services and other items required to fully complete the portion of work on the Project as described herein, and shall fully perform the following items of work, namely:

Item No.	Description	Approximate Quantity	Unit	Unit Price	Total
4	Steel Reinforcement Material = \$0.6890/kg (0.3125/lb) Labor = \$0.5071/kg (0.23/lb)	41318	KG	1.1961	49,420.46
5	Steel Reinforcement - Epoxy Coated Material = \$0.6201/kg (0.2813/lb) Labor = \$0.5071/kg (0.23/lb)	87289	KG	1.1272	98,392.16
					<u>147,812.62</u>

II. Subcontract Price. Subcontractor shall be paid by Contractor, for the satisfactory performance and completion of Subcontractor's work described herein and all of the duties, obligations and responsibilities of the Subcontract under the Subcontract Documents, at the rate of the unit prices set forth in Paragraph I of this Subcontract (hereinafter called the "Subcontract Price"), subject to additions and deductions as provided herein. It is specifically understood and agreed by Subcontractor that the quantities of items set forth in Paragraph I are estimated quantities only and that the earnings of Subcontractor under this Agreement shall be determined by the quantities of work that are actually allowed and paid to Contractor by Owner.

The Subcontract Price includes all federal, state, county, municipal, and other taxes and assessments imposed by law and based upon labor, services, materials, equipment or other items

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acquired, performed, furnished or used for in connection with the Subcontractor's work, including but not limited to sales, use and personal property taxes payable by or levied against the Owner, General Contractor, or the Subcontractor. Where the law requires any such taxes or assessments to be stated and charged separately, the total price of all items included in Subcontractor's work, plus the amount of such taxes shall not exceed the Subcontract Price.

III. Subcontract Documents. The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein, including but not limited to the Conditions of the Contract (General, Special, Supplementary and other Conditions), Drawings, Plans, Specifications, Addenda and Modifications, whether issued before or after the execution of this Agreement, and other Contract Documents, if any, listed in the Owner-Contractor Agreement; (3) any other documents specifically incorporated into this Subcontract by reference herein; and (4) Modifications to this Subcontract issued after the execution hereof, all of which are hereby referred to and made a part of this Subcontract as though copied at length herein (and all of which documents are hereinafter collectively referred to as the "Subcontract Documents").

This Subcontract shall be performed in strict accordance with the Subcontract Documents and to the satisfaction of Contractor and Owner. The Subcontractor represents and agrees that it has carefully examined and understands the Subcontract Documents, copies of which have been and remain available for inspection and copying by Subcontractor, that it has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all of such matters and not in reliance upon any opinions or representations of Contractor, Owner, or any of their respective officers, agents, servants or employees.

#### IV. Payment.

(a) Progress Payments; Retainage. Subcontractor shall be paid by Contractor at the rate of the unit prices listed in Paragraph 1 for all work performed and materials and supplies furnished, within seven (7) working days after the Contractor receives payment from the Owner, payment to Subcontractor being expressly conditioned upon Contractor's prior receipt of payment from Owner. It is specifically understood and agreed by Subcontractor that no payment by Contractor to Subcontractor shall be construed as acceptance of any portion of Subcontractor's Work, a waiver of any defect or deficiency in Subcontractor's performance, or relieve Subcontractor of any of its obligations arising out of this Agreement. Should Contractor at any time determine that payment has been made to Subcontractor, or on Subcontractor's behalf, in excess of the amount then due for work under this Agreement, then Subcontractor shall promptly repay such excess to Contractor within three (3) days of demand for repayment.

(b) Final Payment. Final Payment shall be made by Contractor to Subcontractor within thirty (30) days after completion and acceptance of the Subcontractor's work by Contractor and

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the Owner, provided that (1) Contractor shall have first received final payment from the Owner; (2) Subcontractor shall have furnished, if requested, evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's work; and (3) Subcontractor shall have executed and delivered to Contractor, in a form satisfactory to Contractor, a Release of Lien and an Affidavit of Payment running to and in favor of Contractor and the Owner.

(c) Payments Withheld. Subcontractor shall meet all of its obligations and liabilities pertaining to this Subcontract on a timely basis and shall furnish at any time requested evidence satisfactory to Contractor that there are no claims outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's work. In the event that Subcontractor does not comply with the above, Contractor may retain from monies owing to Subcontractor sufficient sums to indemnify Contractor and Owner against any claims or obligations related to this Subcontract. Contractor may disburse monies owing to the Subcontractor as Contractor may determine necessary, including by joint check arrangements or payments directly to persons or entities claiming by or through Subcontractor, to satisfy the above claims against or obligations of Subcontractor. Should Contractor advance money to Subcontractor or pay on his behalf any bills, accounts, labor or other items, such advances, disbursements and payments may be deducted from amounts due or to become due to Subcontractor or the retained percentage, at the option of Contractor. Should such advances and payments be in excess of the total amount finally due Subcontractor, then Subcontractor shall promptly repay such excess to Contractor on demand.

(d) Notification of Payment. Subcontractor agrees to the Kentucky Transportation Cabinet DBE Regulation, which states that DBE's must provide to the Division of Construction, a copy of all checks received from the Contractor within seven days of receipt of payment for work performed on this project. Copies of checks sent to the Division of Construction must include PCN number, estimate number and (sub section) sequence and quantity. Copies should be sent to: Dexter Newman, Director Division of Construction, Room 408, State Office Building, Frankfort, Kentucky 40622.

V. Date of Commencement and Completion. Time is of the essence in the Prime Contract and is hereby declared to be of essence in this Subcontract. Subcontractor shall prosecute the Subcontract work with all possible diligence and all possible speed in order to insure completion of the work at the earliest possible date and shall fully cooperate with Contractor in scheduling and performing the Subcontract Work to avoid conflict, delay in or interference with the Work of the Contractor or others upon the Project. Subcontractor shall begin its work within five (5) days of notice to proceed by Contractor. In the event that Subcontractor does not perform its work promptly and the completion of the Project is thereby delayed, then Subcontractor shall assume and pay any damages, including but not limited to any liquidated damages provided by the Prime Contract, that may be incurred by or assessed against the Contractor.

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A fixed completion date of September 1, 2004 has been established for this project.

No extension of time will be valid without the Contractor's prior written consent after written claim for adjustment made by the Subcontractor.

Contractor shall not be liable to Subcontractor for any costs or damages due to delays, escalation, accelerations, nonperformance, interferences with performance, suspensions, or changes in the performance or sequence of the Subcontractor's work. Should this Agreement, in whole or in part, be interfered with or delayed, or be suspended in commencement, prosecution or completion, for reasons beyond the Subcontractor's control, without its fault or negligence, Subcontractor shall be entitled to, and shall be fully compensated by, an extension of time in which to complete its work; but, only if Subcontractor shall have first notified Contractor in writing of the cause of delay within two (2) days of the occurrence of the event, and on the further condition that Contractor shall have received a similar extension of time from the Owner.

VI. Interruption of Work. Subcontractor shall not employ any men or means of construction which may cause strikes, work stoppages, work interruption or hindrance, or any other disturbances, of any nature whatsoever, by Contractor's employees or the employees of any other contractor or subcontractor on the Project, with respect to any work related to this Subcontract Agreement and the Project.

VII. Subcontractor Default. Should the Subcontractor fail, in the opinion of Contractor, to prosecute the work with sufficient force and speed, or default or neglect to carry out the work in accordance with this Subcontract, or cause by any act or omission the stoppage or delay of or interference with or damage to the work of Contractor or of any other Contractors or Subcontractors on the Project, including but not limited to any violation of the provisions of Paragraph VI above, or fail in the performance of any of the terms and provisions of this Agreement or the Subcontract Documents, or should the Owner or Contractor determine that Subcontractor's work or any portion thereof is not being performed in accordance with the Subcontract Documents, or should there be filed by or against Subcontractor a Petition in Bankruptcy, or should the Subcontractor become insolvent or be adjudicated bankrupt, or go into liquidation or dissolution either voluntarily or involuntarily, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder by Subcontractor, and Subcontractor fails within three (3) working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, at its option and in addition to any other rights and remedies provided by this Agreement or by law, elect to proceed in any one or more of the following manners:

(1) Contractor may employ and use on said work, or any portion thereof, such number of workmen, laborers, supervisors, teams, tools, machinery, equipment and/or other subcontractors, at such wages, prices and rentals as Contractor may deem necessary and expedient to insure the prompt completion of the work and Project, and it shall charge all of same to Subcontractor;

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(2) Contractor may relet the work, either in whole or in part, to such other persons or entities as it may desire, at such prices as it may deem proper, and shall charge the costs thereof to Subcontractor;

(3) Contractor may declare the rights of Subcontractor under this Agreement to be terminated and, in such event, Subcontractor shall only be paid for the actual work done by it to the date of termination, less the amount of any damages, claims, obligations or liabilities incurred by Contractors or Owner by virtue of Subcontractor's actions;

(4) Contractor may terminate the employment of Subcontractor for all or any portion of the Subcontractor's work, enter upon the premises and take possession of, for the purpose of completing the Subcontractor's work, all materials, equipment, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete the Subcontractor's work and provide all of the labor, services, materials, equipment and other items required therefore. In any such event, Subcontractor shall remain bound, and all other terms of this Agreement shall remain in force, to the extent of the work or areas which have not been so terminated. In case of such termination of Subcontractor, it shall not be entitled to receive any further payment under this Agreement until the Subcontractor's work shall be fully completed to the satisfaction of Contractor and the Owner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the costs, and expenses, incurred by Contractor in completing the Subcontractor's work, such excess shall be paid to Subcontractor; but in the event that such costs, and expenses, shall exceed the unpaid balance of the Subcontract price, then Subcontractor shall pay the difference to Contractor upon demand.

For purposes of this Paragraph VII, the costs and expenses recoverable by Contractor from Subcontractor for Subcontractor default shall include, in addition to the costs of completing the Subcontractor's work to the satisfaction of Contractor and the Owner and of performing and furnishing all labor, services, materials, equipment and other items required therefore, but also all losses, damages, claims, obligations, liabilities, costs and expenses, including attorneys' fees, incurred or suffered by Contractor by reason of or resulting from the Subcontractor's default.

VIII. Changes. Subcontractor may, at any time during the progress of Subcontractor's work, be ordered in writing by Contractor, without invalidating this Subcontract, to make changes in the work of this Subcontract consisting of additions, deletions, deviations, or other revisions, including those required by modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Price and the Subcontract Time being adjusted accordingly. Subcontractor shall, prior to the commencement of such changed or revised work, submit promptly to Contractor written copies of a claim for adjustment to the Subcontract Price and Subcontract Time for such revised work in a manner and time consistent with the requirements of the Subcontract Documents. No change orders or modifications of this Subcontract, whether for extras or otherwise, shall be valid unless authorized by the Contractor

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in writing after receipt of Subcontractor's claim for adjustment. Failure of the Subcontractor to make such a timely claim for adjustment shall bind the Subcontractor to the same consequences as those to which the Contractor is bound to the Owner.

In the event that Contractor and Subcontractor should not be able to agree as to the amount to be allowed as an adjustment to the Subcontract Price and Subcontract Time for any changes made pursuant to this Paragraph VIII, it shall, nevertheless, be the duty of Subcontractor to proceed immediately with such change(s) upon written notice from Contractor. In any such event the determination of the appropriate adjustment to the Subcontract Price and Subcontract Time for such revised work shall be resolved thereafter by mutual agreement or in accordance with Paragraph XIII below pertaining to dispute resolution.

IX. Indemnification. The Subcontractor shall indemnify and hold the Contractor, Owner, Architect, their agents, consultants and employees harmless from and against all claims, losses, costs and damages, including but not limited to attorneys' fees, pertaining to the performance of the Subcontract and involving personal injury, sickness, disease, death or property damage, including loss of property resulting therefrom but not damage to the work itself, but only to the extent caused in whole or in part by the negligent acts or omissions of the Subcontractor, or any of the Subcontractors' Subcontractors, suppliers, manufacturers, or other persons or entities for whose acts the Subcontractor may be liable. This indemnification agreement is binding on the Subcontractor, to the fullest extent permitted by law, regardless of whether any or all of the persons or entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. This indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.

X. Insurance. Prior to the start of Subcontractor's Work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and all insurance required of the Contractor under the Contract Documents. In addition the Subcontractor shall procure and maintain Pollution Liability Insurance and Environmental Hazard Insurance coverage upon such form of occurrence policy and with such coverages, endorsements and policy limits as shall be acceptable to Contractor, providing coverage for all exposures to liability for pollutants, hazardous materials, and environmental hazards.

The Contractor, Owner and Architect shall be named as additional insured on each of these policies except for Workers' Compensation.

This insurance shall include contractual liability insurance covering the Subcontractor's obligations under Section IX.

The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the

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XI. Performance and Payment Bonds. Not Applicable.

XII. Warranty. Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that Subcontractor's warranty and work will conform in all respects with the requirements of the Prime Contract and the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract Documents.

XIII. Dispute Resolution. Any claim, controversy or dispute between the Contractor and Subcontractor arising out of or related to this Subcontract, or a breach hereof, and which claim, controversy or dispute is not resolved by mutual agreement between the parties, shall, unless otherwise required by the Prime Contract or applicable law, be submitted to a judicial court of competent jurisdiction within Washington County, Kentucky. The Subcontractor further covenants and agrees that no dispute shall interfere with the progress of Subcontractor's work, and the Subcontractor agrees to proceed with the Subcontract Work as required in spite of any claim, controversy or dispute it may have with Contractor, the Owner or other parties.

XIV. Laws, Permits, Fees and Notices. The Subcontractor shall give all notices required by and comply with all laws, ordinances, rules, regulations and orders of any public authorities applicable to the performance of the Subcontract Work. The Subcontractor shall secure and pay for all permits, fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's work as required by the Subcontract Documents.

The Subcontractor shall abide by all laws, ordinances, rules, regulations and orders of any state and federal authorities applicable to the Environmental Protection Act and/or water and air pollution requirements.

Subcontractor further covenants and agrees to pay its own payrolls, taxes and all other costs and expense associated with the work required under this Agreement; furnish Contractor with copies of all weekly payrolls and other documentation showing compliance with applicable laws and regulations, if required; furnish Contractor with copies of MSDS (Material Safety Data Sheets) for all materials used on the Project and a copy of subcontractor's written hazard communication program; and acknowledges and agrees that any payment received by Subcontractor shall be held in trust for the purpose of paying its subcontractors, laborers, material men, suppliers and any others claiming by or through Subcontractor and who may be entitled to assert a lien or other claim against the Project.

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XV. Removal of Equipment. Subcontractor shall not, without the prior written consent of Contractor, remove or permit to be removed from the Project any equipment, machinery, tools, materials, supplies or other items that have been purchased for or placed on the Project for use in connection therewith until the Subcontract Work has been completed.

XVI. Rental Equipment. If Subcontractor makes use of Contractor's equipment, Subcontractor shall pay current AED rental rates, or the rates commonly charged in the area where the work is to be performed in the event that AED rental rates are not provided, unless otherwise agreed to by the parties in writing.

Subcontractor shall furnish to Contractor a list of all equipment not owned by Subcontractor placed on the job by Subcontractor, together with the name of the Owner of said equipment and the terms of the lease, if any.

XVII. Cleanup. Subcontractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract and shall, upon completion of its work, leave the Project site in a clean and orderly condition.

XVIII. Association Dues. Not Applicable.

XIX. Equal Employment Opportunity and Affirmative Action. Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, religion, national origin, physical or mental handicap, or because he or she is a disabled veteran or veteran of the Vietnam era. Subcontractor agrees to take affirmative action to insure that qualified applicants are employed, and that employees are treated during employment, without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era. To the extent applicable, Subcontractor shall comply with all provisions of Executive Order No. 11246, dated September 24, 1976; the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, and all amendments thereto, and all rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto, the terms of all of which are incorporated herein by reference. Violation of this provision shall be considered a material breach of this Subcontract and shall entitle Contractor to exercise any of the options set forth in Paragraph VII hereof, including termination or suspension of this agreement in whole or in part.

XX. Assignment. Subcontractor shall not sublet or assign any portion of this Subcontract, nor any monies due or to become due, or Subcontractor's earnings and compensation hereunder, without the prior written consent of Contractor. Any such assignment or subletting without prior written consent of Contractor shall be void and of no effect.

XXI. Notice. All notices, demands and other communications provided fore herein shall, unless otherwise provided, be sufficient if in writing and if delivered personally to the other

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party, or mailed by United States Mail, postage prepaid, to the respective addresses of Contractor and Subcontractor as set forth hereinabove, or such other address as either may have designated from time to time. Contractor may exercise any right given to it immediately after mailing the letter containing such notice; however, this does not preclude a Contractor from giving notice in any other legal matter.

XXII. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any action by the Subcontractor against the Contractor as a result of this Contract shall be brought in Washington County, Kentucky, Circuit Court.

XXIII. Safety. The Subcontractor agrees it has been hired as an expert in its trade and that with respect to the Subcontractor's work it is solely responsible for compliance with all applicable laws, ordinances, regulations and governmental orders applying to safety, including the Occupational Safety & Health Act (OSHA). The Subcontractor further agrees to furnish all safety equipment and instrumentalities relevant to its responsibilities, and it shall assure itself that any tools, equipment, scaffolding or other items which may be loaned to it by the Contractor are in good order and in compliance with OSHA standards and any other laws designed to protect the safety of persons at the job site.

The Subcontractor agrees to implement, maintain and enforce a policy and program materially equivalent to the Contractor's Alcohol and Drug-Free Workplace Policy applicable to the Project. The Contractor's said Project Policy shall consist of its corporate Alcohol and Drug-Free Workplace Policy (which is available for review by the Subcontractor promptly upon request of the Subcontractor) as modified by those laws, ordinances, rules, regulations, orders, Principal Contract provisions, and labor agreements and commitments applicable to the Project.

The Subcontractor agrees to defend, indemnify and hold harmless the Contractor with respect to any liability, fines, penalties or corrective measures for non-compliance with or violation of any of said laws, ordinances, regulations, orders, policies and/or programs or for injuries or death resulting from said non-compliance or violation (which non-compliance or violation is a material breach of this Subcontract), and to reimburse the Contractor and any other subcontractor on the Project for any and all financial loss sustained because of the Subcontractor's non-compliance and/or violation.

XXIV. Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement and the Subcontract Documents shall not affect the validity or continuing force and effect of any other provision or the application of such provisions to persons and circumstances other than those as to which it is determined invalid or unenforceable. The failure of Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

Contractor Initials

TSH

Subcontractor Initials

W

XXV. Uniform Construction of Agreement. Contractor and Subcontractor mutually agree that the interpretation, construction and enforcement of this Agreement shall be uniform in all respects and shall not be construed more or less favorably for either Contractor or Subcontractor.

XXVI. Entire Agreement. This Subcontract represents the entire and integrated agreement between the Contractor and Subcontractor and supersedes all prior negotiations, representations, or agreements, either written or oral, and shall not be altered, modified or amended in any manner whatsoever unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Subcontract, or have caused it to be executed by their duly authorized officers this 13<sup>th</sup> day of November, 2002.

HAYDON BRIDGE COMPANY, INC.

By: [Signature]

Title: Secretary-Treasurer

STATE OF KENTUCKY COUNTY OF WASHINGTON

The foregoing Subcontract was this 13<sup>th</sup> day of November, 2002 subscribed, sworn to and acknowledged before me by Thomas S. Haydon, III in his capacity as Secretary-Treasurer of Haydon Bridge Company, Inc.

NOTARY PUBLIC [Signature]

My Commission Expires 1-5-02

JAVIER STEEL CORPORATION

By: [Signature]

Contractor Initials TSK

Subcontractor Initials [Signature]

Title: President

Federal ID 61-1079249

State ID 111542

STATE OF KENTUCKY COUNTY OF Jefferson

The foregoing Subcontract was this 12 day of November, 2002 subscribed, sworn  
to and acknowledged before me by Nilo A. Javier in his (her)  
capacity as President of Javier Steel Corporation.

NOTARY PUBLIC

TRUDY COLVIN

Notary Public, State at Large, KY

My Commission Expires My Commission Expires July 25, 2005

Contractor Initials TSH

Subcontractor Initials MS



Policy Number:

Date Entered: 11/1/2002

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
11/14/2002

PRODUCER **SEITZ AGENCY, INC.**  
25 West High Street  
Lawrenceburg, IN 47025-1993  
(812) 537-0264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **JAVIER STEEL CORPORATION**  
Mr. Nilo A. Javier, President  
8017 Catherine Lane, Suite 01  
P.O. Box 7448  
Louisville, KY 40257-0448

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A Cincinnati Insurance Company  
INSURER B Kentucky Employers Mutual Ins. Co.  
INSURER C Travelers Indemnity Co of Illinois  
INSURER D  
INSURER E

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP-07311524	3/7/2001	3/7/2004	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GEN'L AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000.
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP-07311524	3/7/2001	3/7/2004	COMBINE D SINGLE LIMIT (EA accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO	NO COVERAGE PROVIDED			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION Nil.	CCC-447-35-64	3/7/2001	3/7/2004	EACH OCCURRENCE \$ 3,000,000. AGGREGATE \$ 3,000,000. \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Kentucky # 293262	3/7/2002	3/7/2003	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS OTH ER EL EACH ACCIDENT \$ 1,000,000. EL DISEASE - EA EMPLOYEE \$ 1,000,000. EL DISEASE - POLICY LIMIT \$ 1,000,000.
C	<b>OTHER WORKERS COMP. &amp; EMPLOYERS LIABILITY</b>	Indiana 6JUB-849X491-7-02	3/7/2002	3/7/2003	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Steel Construction, Rebar, Reinforcing Steel, Metal Deck Work and Concrete Construction, NOC.

Project: Grant County IM-NH-75-7(122) 157, PCN02-0687

Fax # 859 336 7096

**CERTIFICATE HOLDER**

Haydon Bridge Company Inc  
P O Box 175  
Springfield, KY 40069  
GMS/daw

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <sup>30</sup> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

**Kentucky Transportation Cabinet**

Division of Contract Procurement

Report of Current Certificate Status

Printed From RE-VIEW software

12/11/2002

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**CERTIFICATE:      2002 B 01252-005      2. RENEWAL**

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**Approved:    5/01/2002**

**Expires: 12/31/2002**

**Lapse Date (Expires + 120):**

**4/30/2003**

**JAVIER STEEL CORPORATION**

**P O BOX 7448**

**LOUISVILLE KY 40257**

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**Approved Work Items**

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I19 STEEL ERECTION

I20 TIEING STEEL REINFORCEMENT

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35DBE  
Rev. 04/23/02

Page 1 of 2

PROJECT CODE NO : 02-0687

DBE Firm/Subcontract # :

2A

TO :

Rick Stansel

Executive Director Division of Contract Procurement

FROM :

Haydon Bridge Company

Prime Contractor

SUBJECT :

NH IM 75-7(122) 157

Grant

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

Javier Steel

of

Louisville, KY

DBE Employer Identification Numbers:

Federal

KY

Total speciality Items

The amount to be subcontracted by this request is

DBE

or

Contract

\$214,500.10

or

13.74% of the

(original contract ) or a subcontract amount of

total contract \$ 16,783,888.84

subcontract \$

1,560,759.70 -spec items

Speciality Items Subcontracted

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

N H Stone

DBE Amount

\$748,494.90

DBE %

4.46%

Contract Amount

Contract %

Totals based on original contract Amounts

\$896,307.52

5.34%

\$214,500.10

13.74%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number 5430835935

with

GL: United States Fire Ins

which expires on

January 1, 2003

Name of Insurance Company

Date

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
Rev. 04/23/02

Page 2

Project Code Number (PCN): 20687 DBE Firm Javier Steel

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**The Items to be subcontracted are as follows:**

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
C003	4	STEEL REINFORCEMENT	KG	19,076.00	\$1.60	\$30,521.60	19,076.00	\$1.1961	\$22,816.80
E004	4	STEEL REINFORCEMENT	KG	22,242.00	\$1.60	\$35,587.20	22,242.00	\$1.1961	\$26,603.66
C004	5	STEEL REINF-EPOXY COATED	KG	42,092.00	\$1.70	\$71,556.40	42,092.00	\$1.1272	\$47,446.10
E005	5	STEEL REINF-EPOXY COATED	KG	45,197.00	\$1.70	\$76,834.90	45,197.00	\$1.1272	\$50,946.06

Comments:

Speciality Items

Page Total \$214,500.10

\$147,812.62

TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS

MEMO TO: FRANK DUNCAN, P.E., Chief District Engineer (D- 7 )  
SUBJECT: IM-NH 75-7 (122) 157 PCN- 20687  
GRANT COUNTY  
Subcontract No. 02 HAYDON BRIDGE COMPANY, INC.

The Department of Highways, records indicate the proposed subcontractor is a currently approved qualified contractor with the Department. Further, it has been determined that the total amount proposed for subcontracting to date is less than 50% of the total amount of original contract; therefore, it meets the approval of the Department of Highways for EATON ASPHALT PAVING CO., INC. AND to subcontract the listed items of work to HAYDON BRIDGE COMPANY, INC.

This approval is given with the definite understanding that all conditions relating to the Specifications, plans, proposal and instructions governing this contract are to be fully complied with by the subcontractor; further, the prime contractor's responsibility is in no way relieved or diminished as a result of this approval. Also, the prime contractor or a representative of his basic organization as general superintendent shall be on the project at all times when construction is in progress to receive and carry out such instructions as the Engineer may give.

This approval is contingent upon the subcontractor fully complying with the keeping in Kentucky, until released by the Department of Highways, completed and accurate records not limited to, but including, daily time books, payrolls, cancelled checks, invoices, etc., readily available for inspection by representatives of the Kentucky Department of Highways at any reasonable time.

Further, the contractor is to submit or require the above subcontractor to submit ALL FEDERAL PROJECTS the following forms:

Certified Transcript of Weekly Payroll, Form TC 14-308 and Form WH 348 must accompany each weekly payroll

We received and have in our files certificate indicating current public liability insurance with ZURICH INSURANCE COMPANY with expiration date of 01/01/2003 as coverage of operations to be performed by HAYDON BRIDGE COMPANY, INC. in which is satisfactory.

A copy of this letter is being sent to the contractor and subcontractor in order that they may be familiar with the requirements to be met by an approved subcontractor.

Approval Date- 12/13/2002  
Total Value of Subcontract- \$ 1560759.70

---

Dexter Newman, P.E.  
Director, Division of Construction

cc:  
Contractor : EATON ASPHALT PAVING CO., INC. Subcontractor : HAYDON BRIDGE COMPANY  
Resident Engineer : SIMPSON, M., District - 7  
Division of Contract Procurement: R. Stansel  
Office of Minority Affairs: Anna Patterson Division of Unemployment Insurance  
Kentucky Association of Highway Contractors Plantmix Industry of Ky., Inc.  
FHWA

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
Department of Highways  
Division of Construction  
Subcontract Request

TC63-35.xls  
page 1  
REV. 5/96

PROPOSAL CODE NC 02-0687

SUBCONTRACT NO. 2

ENCUMBRANCE NO. \_\_\_\_\_

TO: Matt Simpson  
Project Engineer

FROM: Eaton Asphalt Paving Co., Inc.  
(Prime) (Sub) Contractor

SUBJECT: Grant IM-NH 75-7(122)157  
County Project Number

Sheet 1 of 2

I hereby request to subcontract a portion of the subject project to:

Haydon Bridge Co., Inc. of Springfield, KY

Subcontractor Employer Identification Numbers: Fed 61-0729748 KY 078805

The amount to be subcontracted by this request is \$ 1,580,759.70 or 9.30 <sup>9.35</sup> % of the

(original contract, minus Speciality Items, as totaled below), or a subcontract amount of \$ 16,783,888.44

Speciality Items (if applicable) from the Contract Total

16,694,161.84

I have previously subcontracted as follows:

NAME OF SUBCONTRACTOR	AMOUNT	PERCENT
N. H. Stone, Inc.	<del>\$757,821.70</del>	<del>4.51</del>
(less spec)	<u>667,894.70</u>	<u>4.00</u>

DEPT. OF HIGHWAYS  
DIVISION OF  
CONTRACT PROCUREMENT  
DEC 2 2 05 PM '02

CONTRACT PROCUREMENT

APPROVAL DATE 12/13/02  
QUALIFIED Steel Reinforcement

The total amount to be subcontracted including this n \$ 2,228,654.40 or \$ 14.35 % of the  
(original contract) or (subcontract) amount. 2,318,381.40 ~~13.81~~

**This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only)**

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage, Policy No. CON55745799, CON55745849, CUA150839-O, & 414 with

Frank E. Neal & Co., Inc. which expires

01/01/03  
Date

Prime Contractor's Signature

12/02/02  
Date

**COMMONWEALTH OF KENTUCKY**  
**TRANSPORTATION CABINET**  
**Department of Highways**  
**Division of Construction**  
**Subcontract Request**

PROPOSAL CODE NO: 02-0687

Sheet 2

(\*) When description is limited by such as "Laying Only", "Erection Only", "Manipulation Only, etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices used on this request should list the prices as reflected in the contract and are for Departmental use only and are not to be considered the exact prices agreed to by the contractors.

The items to be subcontracted are as follows:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
C001 + E001 10	CONCRETE-CLASS A	398.3	\$589.00	\$ 234,598.70
C002 + E002 20	CONCRETE-CLASS AAA	531.1	\$723.00	\$ 383,985.30
E003 30	CONCRETE-CLASS B	20.7	\$403.00	\$ 8,342.10
E004 + C003 40	STEEL REINFORCEMENT	41318	\$1.60	\$ 66,108.80
E005 + C004 50	STEEL REINF-EPOXY COATE	87289	\$1.70	\$ 148,391.30
C005 60	STRUCTURAL STEEL	1	\$7,131.00	\$ 7,131.00
C006 + E006 70	STRUCTURAL STEEL	1	\$12,400.00	\$ 12,400.00
C006 + E007 80	STRUCTURE GRANULAR BA	288.1	\$43.40	\$ 11,635.54
C007 + E008 90	STRUCTURE EXCAVATION-C	88.1	\$30.00	\$ 2,643.00
C008 + E009 100	STRUCTURE EXCAV-SOLID F	597.8	\$51.70	\$ 30,906.26
C009 110	PILES-STEEL HP360X108	12.8	\$172.00	\$ 2,201.60
C010 120	TEST PILES	16.8	\$172.00	\$ 2,889.60
E010 + C011 130	PRECAST PC I BEAM TYPE 3	615.7	\$450.00	\$ 277,065.00
E011 + C012 140	CRUSHED AGGREGATE SLO	346.3	\$25.00	\$ 8,657.50
C013 + E012 150	MASONRY COATING	2080.4	\$10.00	\$ 20,804.00
C014 160	ELECTRICAL CONDUIT	1	\$6,500.00	\$ 6,500.00
E013 170	ELECTRICAL CONDUIT	1	\$6,500.00	\$ 6,500.00
C015 180	REMOVING EXISTING STRUC	1	\$150,000.00	\$ 150,000.00
E014 190	REMOVING EXISTING STRUC	1	\$150,000.00	\$ 150,000.00
1620	MOBILIZATION	1	\$30,000.00	\$ 30,000.00

(RECOMMENDED)

TOTAL \$ 1,560,759.70

Project Engineer

Date

Chief District Engineer

Date

## SUB-CONTRACT AGREEMENT

PROJECT Grant County  
IM-NH 75-7(122)157

This Sub-Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between Eaton Asphalt Paving Co., Inc., hereinafter called the Prime and \_\_\_\_\_  
Haydon Bridge Company Inc. hereinafter called the Sub-Contractor.

### Witnesseth:

Whereas, the Prime has entered into a contract with Kentucky Transportation Cabinet hereinafter referred to as Owner, to perform certain specific work. Now, therefore, in consideration of the covenants and conditions herein contained, it is mutually agreed as follows:

1. Hereby made a part of this Sub-Contract Agreement by reference thereto are the aforesaid Contract between Owner and Prime including all plans, specifications, general conditions, special conditions pertaining thereto and all rules, regulations and specifications which may be adopted pertaining to said work. The Sub-Contractor agrees to comply therewith and perform said work in accordance therewith.
2. The Sub-Contractor acknowledges and agrees that he has examined sufficiently to his satisfaction the site of the work and is fully familiar with the aforesaid Contract between Owner and Prime.
3. The Sub-Contractor agrees to perform all work as described in Article I, Scope of Work, attached hereto and made a part herein.
4. The Sub-Contractor shall furnish all equipment, labor and materials necessary to complete the work as described in Article I, Scope of Work. The Sub-Contractor shall complete all work in a good workmanlike manner.
5. The Sub-Contractor shall indemnify and save harmless the Prime from any and all claims of whatsoever kind and nature which might be asserted against the Prime by reason of the performance by said Sub-Contractor of this agreement specifically including, but not limited to, those damages arising from accidents and occurrences.

The Sub-Contractor shall comply with any and all Public Liability limits specified in the Contract between the Owner and Prime.

The Sub Contractor agrees to maintain adequate insurance so as to protect him and the Prime from claims and liability under Workmen's Compensation Acts, any other claims for injury or damage to person or property by reason of the performance of this agreement. The Sub-Contractor shall provide the Prime with at least one copy of certificates of insurance filed prior to the start of any work for the following minimum coverage:



Public Liability	-	\$1,000,000.00
Property Damage	-	500,000.00
Contractual Liability	-	\$_____ (contract value)

The Sub-Contractor shall be obliged to comply with the Workmen's Compensation Laws of the State in which the work is to be performed as described in Article 1, Scope of Work.

6. The Sub-Contractor shall furnish to the Prime a payment and performance bond for the work as described in Article I, Scope of Work.

If an occupational license is required by a city in which the Sub-Contractor is working, Sub-Contractor is required to purchase said license.

If an employee payroll tax is required to be paid to a city in which the Sub-Contractor is working, Sub-Contractor is required to pay said tax.

Shop drawings for this project are to be submitted within n/a working days of notification to submit. N/A copies of said shop drawings are to be submitted to the office of the prime contractor.

7. The Sub-Contractor is to commence work on or about per the attached schedule and follow through accordingly.

The Sub-Contractor will share any liquidated damages which are directly attributable to him in the performance of his work.

Should the Sub-Contractor be unable to efficiently carry this work to a conclusion, the Prime shall have the work completed and any expense over and above that specified in this Agreement shall be charged to the Sub-Contractor and/or deducted from any funds due him under this Agreement. This subcontract may be cancelled at any time by Prime Contractor after having given subcontractor 10 days written notice.

8. The Prime agrees to prosecute his work in a prompt and efficient manner so as not to impede the Sub-Contractor in the completion of his work.
9. The Prime agrees to pay the Sub-Contractor, subject to other provisions hereof, the prices set forth hereinafter for the respective items of work.

### Article 1

Item #	Description	Approximate quantity	Unit	Unit Price Dollars	Amount Dollars
10	CONCRETE-CLASS A	398.3	CUM	\$570.00	\$227,031.00
20	CONCRETE-CLASS AAA	531.1	CUM	\$700.00	\$371,770.00
30	CONCRETE-CLASS B	20.7	CUM	\$390.00	\$8,073.00
40	STEEL REINFORCEMENT	41318	KG	\$1.52	\$62,803.36
50	STEEL REINF-EPOXY COATED	87289	KG	\$1.59	\$138,789.51
60	STRUCTURAL STEEL (STA. 0+45	1	LPSU	\$6,900.00	\$6,900.00
70	STRUCTURAL STEEL (STA. 0+45	1	LPSU	\$12,000.00	\$12,000.00
80	STRUCTURE GRANULAR BACKFILL	268.1	CUM	\$42.00	\$11,260.20
90	STRUCTURE EXCAVATION-COMMON	88.1	CUM	\$29.00	\$2,554.90
100	STRUCTURE EXCAV-SOLID ROCK	597.8	CUM	\$50.00	\$29,890.00
110	PILES-STEEL HP360X108	12.8	METE	\$165.00	\$2,112.00
120	TEST PILES	16.8	METE	\$165.00	\$2,772.00
130	PRECAST PC I BEAM TYPE 3	615.7	METE	\$435.00	\$267,829.50
140	CRUSHED AGGREGATE SLOPE PROT	346.3	MTON	\$24.50	\$8,484.35
150	MASONRY COATING	2080.4	SQM	\$10.00	\$20,804.00
160	ELECTRICAL CONDUIT (STA. 0+4:	1	LPSU	\$6,200.00	\$6,200.00
170	ELECTRICAL CONDUIT (STA. 0+4:	1	LPSU	\$6,200.00	\$6,200.00
180	REMOVING EXISTING STRUCTURE (S1	1	LPSU	\$150,000.00	\$150,000.00
190	REMOVING EXISTING STRUCTURE (S1	1	LPSU	\$150,000.00	\$150,000.00
1620	MOBILIZATION	1	LPSU	\$30,000.00	\$30,000.00
					\$1,515,473.82

10. Payment to be only for actual work performed to the satisfaction of the Prime and/or Owner and to be made on the basis of, and only to the extent of, payments actually received by Prime from Owner, and within seven (7) days after such receipt of Prime; final payment to be made by the Prime upon acceptance of the work by, and payment by the Owner. A zero percent (0%) retainage shall apply throughout the job. The final payment shall also be subject to any liquidated damages which are directly attributable to the Sub-Contractor in the performance of his work. The Prime may withhold from final payment said liquidated damages subject to final determination by the Owner.

A zero percent (0%) retainer will be withheld on all work until final payment is received from owner.

Subcontractor 044 Affidavit must accompany all applications for payment.

Before final payment is made, the Sub-Contractor shall furnish satisfactory evidence that all labor and material used on this work have been paid in full.

11. Sub-Contractor agrees to a deduction from payments, for a pro-rated share of all association dues for the subject items of work.
12. Subcontractor is to keep his trash, materials and debris picked up daily. Prime contractor may take whatever steps and perform whatever labor to clean the site or to otherwise perform the subcontractor's duties, in which event, prime contractor may back charge and deduct from amounts due the subcontractor.
13. It is the policy of Eaton Asphalt Paving Company, Inc. not to discriminate against our employees or applicant for employment because of race, color, religion, sex or national origin. It is our policy to employ applicants and to treat employees during employment without regard to race, color, religion, sex or national origin. Supervisory personnel will take positive action to assure that this policy is enforced in the hiring, promoting, demoting, transfer, recruitment, lay-off, termination, rates of pay, or other forms of compensation.

Sub-Contractor also agrees to the requirements for affirmative action to ensure equal employment opportunity as set forth in Executive Order 11246 and the required contract provisions for federal-aid construction contracts.

In witness whereof, the parties hereto, have executed this agreement on the day, and in the year first above mentioned.

EATON ASPHALT PAVING CO., INC.

Prime

Witness: Barbara Smith  
As to Prime

By: Charles W. Bucklew  
Charles W. Bucklew  
Title: President

State of: Kentucky

County of: Kenton

Subscribed and sworn to before me this 21 day of November, 2002

Sabrina Bach  
Notary Public

My Commission Expires July 7, 2004

Haydon Bridge Company, Inc.  
Sub-Contractor

Witness: Lina B. Roman  
As to Sub-Contractor

By: Mark Ray  
Title: Secretary-Treasurer

State of: Kentucky

County of: Washington

Subscribed and sworn to before me this 8<sup>th</sup> day of November, 2002.

Lisa H. Wheatley  
Notary Public

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/08/2002

PRODUCER (615)383-8874 FAX (615)383-8939  
FRANK E. NEAL & CO., INC.  
2223 EIGHTH AVENUE, SOUTH  
P.O. BOX 40507  
NASHVILLE, TN 37204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED Haydon Bridge Company, Inc.  
P. O. Box 175  
Springfield, KY 40069

RECEIVED

NOV 12 2002

E.A.P.

INSURER A: Zurich American  
INSURER B: Westchester Fire Ins. Co-Gresham  
INSURER C: Ky.Assoc.Gen.Contractors Self Insurers Fun  
INSURER D: Great American  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CON55745799	01/01/2002	01/01/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU INCLUDED				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	CON55745849	01/01/2002	01/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	CUA150839-0	12/18/2001	01/01/2003	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 9,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	414	01/01/2002	01/01/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 3,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
					E.L. DISEASE - POLICY LIMIT \$ 3,000,000
D	OTHER CONTRACTORS EQP (LEASED OR RENEDED EQP)	IM BINDER	01/01/2002	01/01/2003	DEDUCTIBLE - \$2,500 (LEASED EQP LMT - \$250,000)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
RE: KY. TRANSPORTATION CABINET - IM-NH 75-7 (122) 157, PCN 02-0687 FD52 041 0075 156-161

THE CERTIFICATE HOLDER IS INCLUDED AS ADDL INSURED AS RESPECTS GENERAL LIABILITY COVERAGE FOR WORK PERFORMED BY THE NAMED INSURED.

## CERTIFICATE HOLDER

## ADDITIONAL INSURED; INSURER LETTER

## CANCELLATION

EATON ASPHALT PAVING CO., INC.  
1075 EATON DRIVE  
COVINGTON, KY 41017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Wink Neal/RITA

*Wink Neal*

**Kentucky Transportation Cabinet  
Department of Highways  
Division of Construction**

**SUBCONTRACTORS CERTIFICATION RECEIPT OF CONTRACT PROPOSAL**

I hereby certify that HAYDON BRIDGE CO. of SPRINGFIELD, KY, have  
Subcontracting Company City, State  
a copy of the contract proposal in the Bid Letting 10-25-02 for UPN 020687  
, in GRANT County, and will abide by the  
conditions set forth and therein said contract proposal.

  
Representative

11-08-02  
Date

HAYDON BRIDGE CO.  
Subcontracting Company

Hereby recognized as an official representative of this company, with full authority to sign, I  
understand and am fully aware of the conditions set forth and herein by this statement.

**Kentucky Transportation Cabinet**

Division of Contract Procurement  
Report of Current Certificate Status

Printed From RE-VIEW software

12/11/2002

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**CERTIFICATE:      2002 A 00138-006      2. RENEWAL**

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**Approved:    4/18/2002                      Expires: 12/31/2002                      Lapse Date (Expires + 120):    4/30/2003**

**HAYDON BRIDGE COMPANY INC  
P O BOX 175  
SPRINGFIELD KY 40069**

---

**Approved Work Items**

---

- A    GRADE AND DRAIN
- E1   BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2   BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E3   BRIDGES 100 FT. CLEAR SPAN AND OVER
- E5   BRIDGES OVER NAVIGABLE STREAMS
- I26   BUILDINGS AND RELATED CONSTRUCTION

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
SUBCONTRACT REQUEST**

TC 63-35  
Rev. 03/00

PROJECT CODE NO: 020687  
SUBCONTRACT NO: 2  
ENCUMBRANCE NO: H0206871

TO: Dexter Newman  
Project Engineer  
FROM: Eaton Asphalt  
Prime Contractor  
SUBJECT: Grant IM NHG 75-7(122) 157  
County Project Number

I hereby request to subcontract a portion of the subject project to:

Haydon Bridge of Springfield, KY

Subcontractor Employer Identification Numbers: Federal KY  
The amount to be subcontracted by this request is \$ 1,560,759.70 or 9.35 % % of the  
(original contract, minus Speciality Items, as totaled below), or a subcontract amount of \$ 16,694,161.84  
Speciality Items (if applicable) from the Contract Total: \$ 89,727.00

I have previously subcontracted as follows:

NAME OF SUBCONTRACTOR	AMOUNT	PERCENT
N H Stone	667,894.70	4.00 %

The total amount to be subcontracted including this request is \$ 2,228,654.40 or 13.35 % % of the  
(original contract) or (subcontract) amount.

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number \_\_\_\_\_ with

which expires on \_\_\_\_\_  
Name of Insurance Company Date

\_\_\_\_\_  
Prime Contractor's Signature

\_\_\_\_\_  
Date



**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**SUBCONTRACT REQUEST**

TC 63-35  
Rev. 03/00

Page \_\_\_\_\_ of 2

PROJECT CODE NO: **20687**

Additional form

(\*) When description is limited by such as "Laying Only", "Erection Only", "Manipulation Only", etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices used on this request should list the prices as reflected in the contract and are for Departmental use only and are not to be considered the exact prices agreed to by the contractors.

**The Items to be subcontracted are as follows:**

ITEM NO.	DESCRIPTION	Unit	Quantity	UNIT PRICE	AMOUNT
1	CONCRETE-CLASS A	CU M	\$175.40	589.00	103,310.60
1	CONCRETE-CLASS A	CU M	\$222.90	589.00	131,288.10
2	CONCRETE-CLASS AAA	CU M	\$264.50	723.00	191,233.50
2	CONCRETE-CLASS AAA	CU M	\$266.60	723.00	192,751.80
3	CONCRETE-CLASS B	CU M	20.70	403.00	8,342.10
4	STEEL REINFORCEMENT	KG	\$19,076.00	1.60	30,521.60
4	STEEL REINFORCEMENT	KG	22,242.00	1.60	35,587.20
5	STEEL REINF-EPOXY COATED	KG	42,092.00	1.70	71,556.40
5	STEEL REINF-EPOXY COATED	KG	45,197.00	1.70	76,834.90
6	STRUCTURAL STEEL (STA. 0+457.2	LP SUM	1.00	7,131.00	7,131.00
7	STRUCTURAL STEEL (STA. 0+456.5	LP SUM	1.00	12,400.00	12,400.00
8	STRUCTURE GRANULAR BACKFILL	CU M	81.30	43.40	3,528.42
8	STRUCTURE GRANULAR BACKFILL	CU M	186.80	43.40	8,107.12
9	STRUCTURE EXCAVATION-COMMON	CU M	22.60	30.00	678.00
9	STRUCTURE EXCAVATION-COMMON	CU M	65.50	30.00	1,965.00
10	STRUCTURE EXCAV-SOLID ROCK	CU M	246.80	51.70	12,759.56
10	STRUCTURE EXCAV-SOLID ROCK	CU M	351.00	51.70	18,146.70
11	PILES-STEEL HP360X108	METER	12.80	172.00	2,201.60
12	TEST PILES	METER	16.80	172.00	2,889.60
13	PRECAST PC I BEAM TYPE 3	METER	300.70	450.00	135,315.00
13	PRECAST PC I BEAM TYPE 3	METER	315.00	450.00	141,750.00
14	CRUSHED AGGREGATE SLOPE PRO	M TON	155.70	25.00	3,892.50
14	CRUSHED AGGREGATE SLOPE PRO	M TON	190.60	25.00	4,765.00
15	MASONRY COATING	SQ M	994.80	10.00	9,948.00
15	MASONRY COATING	SQ M	1,085.60	10.00	10,856.00
16	ELECTRICAL CONDUIT (STA. 0+457	LP SUM	1.00	6,500.00	6,500.00
17	ELECTRICAL CONDUIT (STA. 0+456	LP SUM	1.00	6,500.00	6,500.00
18	REMOVING EXISTING STRUCTURE (E	LP SUM	1.00	150,000.00	150,000.00
19	REMOVING EXISTING STRUCTURE (E	LP SUM	1.00	150,000.00	150,000.00
	Demoblization (Partial)	Dollar	1.00	30,000.00	30,000.00

(RECOMMENDED)

TOTAL \$1,560,759.70

Project Engineer

Date

Chief District Engineer

Date

Reviewed & Approved: *abw*

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

PROJECT CODE NO: 02-0687  
DBE Firm/Subcontract #: 1  
TO: Rick Stansel  
FROM: Eaton Asphalt Paving Co., Inc. & Subs  
SUBJECT: IM-NH 75-7(122)157

I hereby request to utilize for DBE participation a portion of the subject project to:  
N.H. Stone, Inc. of Sharpshurg, KY  
DBE Employer Identification Numbers: 61-0675026 KY 70049  
The amount to be subcontracted by this request is \$748,494.90 or 4.46% of the Contract \$757,621.70  
(original contract) or a subcontract amount of \$ 16,783,888.44

I have previously requested approval for subcontracts or agreements with other DBE as follows:  
NONE

Totals based on original contract Amounts

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %
	\$748,494.90	4.46%	\$757,621.70	4.51%

CONTRACT PROCUREMENT  
APPROVAL DATE 12/4/02  
QUALIFIED B.C. Dec Rep

This section applicable if DBE firm is also a Subcontractor of work on Project:  
This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number 5430835935, 1336675581, PHN17069, 1041, 79815122 with  
Powell Walton Milward which expires on 01-01-03  
Name of Insurance Company

Recommended by Office of Minority Affairs Signature  
Date Recommended by Office of Minority Affairs

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
 Rev. 06/11/02

Page 3 of 3

Project Code Number (PCN): **020687** DBE Firm **N.H. Stone, Inc.**

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**The Items to be subcontracted are as follows:**

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A008 2262	270	R/W FENCE-WOVEN WIRE TYPE 1	METE	15194	\$12.60	\$191,444.40	15,194.0000	\$12.18	\$183,062.92
A009 2351	280	GUARDRAIL-STEEL W BEAM-S FACE	METE	3891	\$36.10	\$140,463.10	3,891.0000	\$34.98	\$136,107.18
A010 2363	290	GUARDRAIL CON TO BR END TYPE A EACH	EACH	8	\$430.00	\$3,440.00	8.0000	\$415.00	\$3,320.00
A011 2369	300	GUARDRAIL END TREATMENT TY 2A EACH	EACH	10	\$350.00	\$3,500.00	10.0000	\$336.00	\$3,360.00
A012 2391	310	GUARDRAIL END TREATMENT TY 4A EACH	EACH	14	\$1,485.00	\$20,790.00	14.0000	\$1,435.00	\$20,090.00
A013 2373	320	GUARDRAIL END TREATMENT TYPE EACH	EACH	2	\$410.00	\$820.00	2.0000	\$400.00	\$800.00
A014 2360	330	GUARDRAIL TERMINAL SECT NO 1	EACH	4	\$33.00	\$132.00	4.000000	\$32.00	\$128.00
A015 2381	340	REMOVING GUARDRAIL	METE	7925	\$3.05	\$24,171.25	7,925.000000	\$2.95	\$23,378.75
A016 2255	350	REMOVING FENCE	METE	15080	\$5.10	\$76,908.00	15,080.00	\$4.92	\$74,193.60
A020 2434	390	R/W MARKER RURAL TYPE 1	EACH	35	\$70.00	\$2,450.00	35.00	\$68.00	\$2,380.00
A025 2584	440	EXCELSIOR BLANKET	SQM	789	\$1.55	\$1,222.95	789.00	\$1.50	\$1,183.50
A039 5985	580	SEEDING AND PROTECTION	SQM	553900	\$0.30	\$166,170.00	553,900.00	\$0.32	\$177,248.00
A058 6417	770	FLEXIBLE DELINEATOR POST-Y	EACH	147	\$27.00	\$3,969.00	147.00	\$25.00	\$3,675.00
A059 6418	780	FLEXIBLE DELINEATOR POST-W	EACH	26	\$27.00	\$702.00	26.00	\$25.00	\$650.00
A068 5953	870	TEMP SEEDING AND PROTECTION	SQM	45200	\$0.20	\$9,040.00	45,200.00	\$0.21	\$9,492.00
A069 5966	880	TOPDRESSING FERTILIZER	MTON	27.2	\$325.00	\$8,840.00	27.20	\$300.00	\$8,160.00
A070 5989	890	SPECIAL SEEDING CROWN VETCH	SQM	46100	\$0.30	\$13,830.00	46,100.00	\$0.28	\$12,908.00
A074 6440	1520	CLASS GALV STEEL TYPE B	KG	8871	\$3.00	\$26,613.00	8,871.00	\$2.91	\$25,814.61
A085 6490	1530	CLASS A CONCRETE FOR SIGNS	CUM	40	\$570.00	\$22,800.00	40.00	\$545.00	\$21,800.00
A096 6405	1540	3MM ALUMINUM PANEL SIGNS	SQM	214	\$156.00	\$33,384.00	214.00	\$150.21	\$32,144.94
A099 6406	1550	3MM ALUM SHEET SIGNS 2 MM	SQM	1	\$110.00	\$110.00	1.00	\$107.00	\$107.00
A108 6407	1560	3MM ALUM SHEET SIGNS 3 MM	SQM	28	\$130.00	\$3,640.00	28.00	\$126.55	\$3,543.40
A109 6408	1590	STEEL POST TYPE 2	METE	150	\$14.40	\$2,160.00	150.00	\$13.32	\$1,998.00
A111 6411	1600	STEEL POST MILE MARKERS	EACH	10	\$102.00	\$1,020.00	10.00	\$95.00	\$950.00

Comments:

See attached sheet Item No 1-10  
 Cor correct 2555

Page Total **\$757,621.70**

**\$748,494.90**

TC 63-35 DBE  
Rev. 04/16/02

Project Code Number (PCN)	020687	Prime	on Asphalt Paving Co., Inc. & S DBE Firm	N.H. Stone, Inc.
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(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed suitable, positive material.

### **DBE Participation Non-Pay Estimates Work Items**

DBE Participation Non-Pay Estimates With ACHS					
Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments

## SUB-CONTRACT AGREEMENT

PROJECT Grant County  
IM-NH 75-7(122)157

This Sub-Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between Eaton Asphalt Paving Co., Inc., hereinafter called the Prime and \_\_\_\_\_  
N.H. Stone, Inc. Inc. hereinafter called the Sub-Contractor.

### Witnesseth:

Whereas, the Prime has entered into a contract with Kentucky Transportation Cabinet hereinafter referred to as Owner, to perform certain specific work. Now, therefore, in consideration of the covenants and conditions herein contained, it is mutually agreed as follows:

1. Hereby made a part of this Sub-Contract Agreement by reference thereto are the aforesaid Contract between Owner and Prime including all plans, specifications, general conditions, special conditions pertaining thereto and all rules, regulations and specifications which may be adopted pertaining to said work. The Sub-Contractor agrees to comply therewith and perform said work in accordance therewith.
2. The Sub-Contractor acknowledges and agrees that he has examined sufficiently to his satisfaction the site of the work and is fully familiar with the aforesaid Contract between Owner and Prime.
3. The Sub-Contractor agrees to perform all work as described in Article I, Scope of Work, attached hereto and made a part herein.
4. The Sub-Contractor shall furnish all equipment, labor and materials necessary to complete the work as described in Article I, Scope of Work. The Sub-Contractor shall complete all work in a good workmanlike manner.
5. The Sub-Contractor shall indemnify and save harmless the Prime from any and all claims of whatsoever kind and nature which might be asserted against the Prime by reason of the performance by said Sub-Contractor of this agreement specifically including, but not limited to, those damages arising from accidents and occurrences.

The Sub-Contractor shall comply with any and all Public Liability limits specified in the Contract between the Owner and Prime.

The Sub Contractor agrees to maintain adequate insurance so as to protect him and the Prime from claims and liability under Workmen's Compensation Acts, any other claims for injury or damage to person or property by reason of the performance of this agreement. The Sub-Contractor shall provide the Prime with at least one copy of certificates of insurance filed prior to the start of any work for the following minimum coverage:

Public Liability	-	\$1,000,000.00
Property Damage	-	500,000.00
Contractual Liability	-	\$_____ (contract value)

The Sub-Contractor shall be obliged to comply with the Workmen's Compensation Laws of the State in which the work is to be performed as described in Article 1, Scope of Work.

6. The Sub-Contractor shall furnish to the Prime a payment and performance bond for the work as described in Article I, Scope of Work.

If an occupational license is required by a city in which the Sub-Contractor is working, Sub-Contractor is required to purchase said license.

If an employee payroll tax is required to be paid to a city in which the Sub-Contractor is working, Sub-Contractor is required to pay said tax.

Shop drawings for this project are to be submitted within n/a working days of notification to submit. N/A copies of said shop drawings are to be submitted to the office of the prime contractor.

7. The Sub-Contractor is to commence work on or about per the attached schedule and follow through accordingly.

The Sub-Contractor will share any liquidated damages which are directly attributable to him in the performance of his work.

Should the Sub-Contractor be unable to efficiently carry this work to a conclusion, the Prime shall have the work completed and any expense over and above that specified in this Agreement shall be charged to the Sub-Contractor and/or deducted from any funds due him under this Agreement. This subcontract may be cancelled at any time by Prime Contractor after having given subcontractor 10 days written notice.

8. The Prime agrees to prosecute his work in a prompt and efficient manner so as not to impede the Sub-Contractor in the completion of his work.
9. The Prime agrees to pay the Sub-Contractor, subject to other provisions hereof, the prices set forth hereinafter for the respective items of work.

# Article 1

Item #	Description	Approximate quantity	Unit	Unit Price Dollars	Amount Dollars
270	R/W FENCE-WOVEN WIRE TYPE 1	15194	METE	\$12.18	\$185,062.92
280	GUARDRAIL-STEEL W BEAM-S FACE	3891	METE	\$34.98	\$136,107.18
290	GUARDRAIL CON TO BR END TYPE A	8	EACH	\$415.00	\$3,320.00
300	GUARDRAIL END TREATMENT TY 2A	10	EACH	\$336.00	\$3,360.00
310	GUARDRAIL END TREATMENT TY 4A	14	EACH	\$1,435.00	\$20,090.00
320	GUARDRAIL END TREATMENT TYPE 3	2	EACH	\$400.00	\$800.00
330	GUARDRAIL TERMINAL SECT NO 1	4	EACH	\$32.00	\$128.00
340	REMOVING GUARDRAIL	7925	METE	\$2.95	\$23,378.75
350	REMOVING FENCE	15080	METE	\$4.92	\$74,193.60
390	R/W MARKER RURAL TYPE 1	35	EACH	\$68.00	\$2,380.00
440	EXCELSIOR BLANKET	789	SQM	\$1.50	\$1,183.50
580	SEEDING AND PROTECTION	553900	SQM	\$0.32	\$177,248.00
770	FLEXIBLE DELINEATOR POST-W	147	EACH	\$25.00	\$3,675.00
780	FLEXIBLE DELINEATOR POST-Y	26	EACH	\$25.00	\$650.00
870	TEMP SEEDING AND PROTECTION	45200	SQM	\$0.21	\$9,492.00
880	TOPDRESSING FERTILIZER	27.2	MTON	\$300.00	\$8,160.00
890	SPECIAL SEEDING CROWN VETCH	46100	SQM	\$0.28	\$12,908.00
1520	GMSS GALV STEEL TYPE B	8871	KG	\$2.91	\$25,814.61
1530	CLASS A CONCRETE FOR SIGNS	40	CUM	\$545.00	\$21,800.00
1540	SBM ALUMINUM PANEL SIGNS	214	SQM	\$150.21	\$32,144.94
1550	SBM ALUM SHEET SIGNS 2 MM	1	SQM	\$107.00	\$107.00
1560	SBM ALUM SHEET SIGNS 3 MM	28	SQM	\$126.55	\$3,543.40
1590	STEEL POST TYPE 2	150	METE	\$13.32	\$1,998.00
1600	STEEL POST MILE MARKERS	10	EACH	\$95.00	\$950.00
					\$748,494.90

10. Payment to be only for actual work performed to the satisfaction of the Prime and/or Owner and to be made on the basis of, and only to the extent of, payments actually received by Prime from Owner, and within seven (7) days after such receipt of Prime; final payment to be made by the Prime upon acceptance of the work by, and payment by the Owner. A zero percent (0%) retainage shall apply throughout the job. The final payment shall also be subject to any liquidated damages which are directly attributable to the Sub-Contractor in the performance of his work. The Prime may withhold from final payment said liquidated damages subject to final determination by the Owner.

A zero percent (0%) retainer will be withheld on all work until final payment is received from owner.

Subcontractor 044 Affidavit must accompany all applications for payment.

Before final payment is made, the Sub-Contractor shall furnish satisfactory evidence that all labor and material used on this work have been paid in full.

11. Sub-Contractor agrees to a deduction from payments, for a pro-rated share of all association dues for the subject items of work.
12. Subcontractor is to keep his trash, materials and debris picked up daily. Prime contractor may take whatever steps and perform whatever labor to clean the site or to otherwise perform the subcontractor's duties, in which event, prime contractor may back charge and deduct from amounts due the subcontractor.
13. It is the policy of Eaton Asphalt Paving Company, Inc. not to discriminate against our employees or applicant for employment because of race, color, religion, sex or national origin. It is our policy to employ applicants and to treat employees during employment without regard to race, color, religion, sex or national origin. Supervisory personnel will take positive action to assure that this policy is enforced in the hiring, promoting, demoting, transfer, recruitment, lay-off, termination, rates of pay, or other forms of compensation.

Sub-Contractor also agrees to the requirements for affirmative action to ensure equal employment opportunity as set forth in Executive Order 11246 and the required contract provisions for federal-aid construction contracts.



In witness whereof, the parties hereto, have executed this agreement on the day, and in the year first above mentioned.

EATON ASPHALT PAVING CO., INC.  
Prime

Witness: Paula Ann Cren  
As to Prime

By: Charles W. Bucklew  
Charles W. Bucklew  
Title: President

State of: Kentucky

County of: Kenton

Subscribed and sworn to before me this 21 day of November, 2002

Jarutha Bach  
Notary Public  
My Commission Expires July 7, 2004

N.H. Stone, Inc.  
Sub-Contractor

Witness: Joseph F. Clark  
As to Sub-Contractor

By: Oliver J. Stone  
Title: President

State of: KENTUCKY

County of: BATH

Subscribed and sworn to before me this 21ST day of NOVEMBER, 2002

Joseph F. Clark  
Notary Public

**Kentucky Transportation Cabinet  
Department of Highways  
Division of Construction**

**SUBCONTRACTORS CERTIFICATION RECEIPT OF CONTRACT PROPOSAL**

I hereby certify that N. H. Stone of Sharpsburg, Ky, have  
Subcontracting Company City, State

a copy of the contract proposal in the Bid Letting 10-25-02 for UPN 02-01087

, in Grant County, and will abide by the  
conditions set forth and therein said contract proposal.

N. H. Stone III  
Representative

11-21-02  
Date

N. H. STONE, INC.  
Subcontracting Company

Hereby recognized as an official representative of this company, with full authority to sign, I  
understand and am fully aware of the conditions set forth and herein by this statement.



Commonwealth of Kentucky  
**Transportation Cabinet**  
Frankfort, Kentucky 40622

James C. Codell, III  
Secretary of Transportation


Paul E. Patton  
Governor

Clifford C. Linkes, P.E.  
Deputy Secretary

**MEMO**

Date: December 9, 2002

To: Bob Lewis  
Division of Construction

From: Rick Stansel   
Division of Contract Procurement

Re: Grant County - PCN 020687  
IM-NH 75-7 (122) 157  
Eaton Asphalt Paving Company, Inc. & Subsidiary

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, SubContract Agreements and Certificates of Insurance for this project. The established goal for this project was 5%. Contract Procurement has reviewed and approved 5.33%. A work order was issued December 5, 2002.

CC: Dexter Newman  
Anna Patterson



KENTUCKY TRANSPORTATION CABINET  
"PROVIDE A SAFE, EFFICIENT, ENVIRONMENTALLY SOUND, AND FISCALLY RESPONSIBLE TRANSPORTATION SYSTEM  
WHICH PROMOTES ECONOMIC GROWTH AND ENHANCES THE QUALITY OF LIFE IN KENTUCKY."  
"AN EQUAL OPPORTUNITY EMPLOYER M/F/D"

*OK  
DEL 12-11-02*

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35DBE  
Rev. 04/23/02

Page 1 of 2

PROJECT CODE NO : 02-0687

DBE Firm/Subcontract # :

TO :

Rick Stansel

Executive Director Division of Contract Procurement

FROM :

Eaton Asphalt

Prime Contractor

SUBJECT :

NH IM 75-7(122) 157

Grant

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

NH Stone of Sparsburg, KY

DBE Employer Identification Numbers:

Federal

The amount to be subcontracted by this request is

DBE

(original contract) or a subcontract amount of

Specialty Items Subcontracted

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract Amount

Contract %

Totals based on original contract amounts

\$748,494.90

4.46%

\$667,894.70

4.00%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance

coverage: Policy Number 5430835935

with

GL: United States Fire Ins

which expires on

January 1, 2003

Name of Insurance Company

Date

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35 DBE  
Rev. 04/23/02

Page 2

Project Code Number (PCN): 20687 DBE Firm #REF!

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**The Items to be subcontracted are as follows:**

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A008	27	R/W FENCE- WOVEN WIRE TYPE 1	METER	15,194.00	\$12.60	\$191,444.40	15,194.00	\$12.18	\$185,062.92
A009	28	GUARDRAIL-STEEL W BEAM-S FACE	METER	3,891.00	\$36.10	\$140,465.10	3,891.00	\$34.98	\$136,107.18
A010	29	GUARDRAIL CON TO BR END TYPE A EACH	8.00	8.00	\$430.00	\$3,440.00	8.00	\$415.00	\$3,320.00
A011	30	GUARDRAIL END TREATMENT TY 2A EACH	10.00	10.00	\$350.00	\$3,500.00	10.00	\$336.00	\$3,360.00
A012	31	GUARDRAIL END TREATMENT TY 4A EACH	14.00	14.00	\$1,485.00	\$20,790.00	14.00	\$1,435.00	\$20,090.00
A013	32	GUARDRAIL END TREATMENT TYPE EACH	2.00	2.00	\$410.00	\$820.00	2.00	\$400.00	\$800.00
A014	33	GUARDRAIL TERMINAL SECT NO 1	EACH	4.00	\$33.00	\$132.00	4.00	\$32.00	\$128.00
A015	34	REMOVING GUARDRAIL	METER	7,925.00	\$3.05	\$24,171.25	7,925.00	\$2.95	\$23,378.75
A016	35	REMOVING FENCE	METER	15,080.00	\$5.10	\$76,908.00	15,080.00	\$4.92	\$74,193.60
A020	39	R/W MARKER RURAL TYPE 1	EACH	35.00	\$70.00	\$2,450.00	35.00	\$68.00	\$2,380.00
A025	44	EXCELSIOR BLANKET	SQ M	789.00	\$1.55	\$1,222.95	789.00	\$1.50	\$1,183.50
A039	58	SEEDING AND PROTECTION	SQ M	553,900.00	\$0.30	\$166,170.00	553,900.00	\$0.32	\$177,248.00
A058	77	FLEXIBLE DELINEATOR POST-W	EACH	147.00	\$27.00	\$3,969.00	147.00	\$25.00	\$3,675.00
A059	78	FLEXIBLE DELINEATOR POST-Y	EACH	26.00	\$27.00	\$702.00	26.00	\$25.00	\$650.00
A068	87	TEMP SEEDING AND PROTECTION	SQ M	45,200.00	\$0.20	\$9,040.00	45,200.00	\$0.21	\$9,492.00
A069	88	TOPDRESSING FERTILIZER	M/TON	27.20	\$325.00	\$8,840.00	27.20	\$300.00	\$8,160.00
A070	89	SPECIAL SEEDING CROWN VETCH	SQ M	46,100.00	\$0.30	\$13,830.00	46,100.00	\$0.28	\$12,908.00
G001	152	GMSS GALV STEEL TYPE B	KG	8,871.00			8,871.00	\$2.91	\$25,814.61
G002	153	CLASS A CONCRETE FOR SIGNS	CU M	40.00			40.00	\$545.00	\$21,800.00
G003	154	SBM ALUMINUM PANEL SIGNS	SQ M	214.00			214.00	\$150.21	\$32,144.94
G004	155	SBM ALUM SHEET SIGNS 2 MM	SQ M	1.00			1.00	\$107.00	\$107.00
G005	156	SBM ALUM SHEET SIGNS 3 MM	SQ M	28.00			28.00	\$126.55	\$3,543.40
G008	159	STEEL POST TYPE 2	METER	150.00			150.00	\$13.32	\$1,998.00
G009	160	STEEL POST MILE MARKERS	EACH	10.00			10.00	\$95.00	\$950.00

Comments:

Speciality Items

Page Total \$667,894.70

\$748,494.90

**Kentucky Transportation Cabinet**

Printed From RE-VIEW software

Division of Contract Procurement  
Report of Current Certificate Status

12/11/2002

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**CERTIFICATE:      2002 A 00241-005      2. RENEWAL**

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**Approved:    4/18/2002****Expires: 12/31/2002****Lapse Date (Expires + 120):****4/30/2003****N H STONE INC  
PO BOX 239  
SHARPSBURG KY 40374**

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**Approved Work Items**

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E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN  
F SIGNS  
H LANDSCAPING  
I01 CLEARING AND GRUBBING  
I04 GUARD RAILS  
I05 FENCING  
I06 SEEDING AND SODDING  
I11 CURB AND GUTTER  
I12 SIDEWALK  
I13 ENTRANCE PAVEMENT  
I14 PAVED DITCH  
I30 TRAFFIC SIGNALS  
I32 PAVEMENT MARKERS  
J60 EMBANKMENT IN PLACE

**ACORD**DATE (MM/DD/YY)  
11/21/02

## PRODUCER

859-254-8023

Powell Walton Milward

360 East Vine Street  
Lexington, KY 40507THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A

United States Fire Ins Co

COMPANY  
B

North River Insurance Co

COMPANY  
C

Royal Insurance Co of America

COMPANY  
D

AIK Comp

## INSURED

N. H. Stone, Inc.  
P. O. Box 239  
Attention: Fred Clark  
Sharpsburg KY 40374THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD  
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	5430835935	1/01/02	1/01/03	GENERAL AGGREGATE \$ 5000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1336675581	1/01/02	1/01/03	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	PHN017069	1/11/02	1/01/03	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	1041	1/01/02	1/01/03	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$ EL EACH ACCIDENT \$ 500000 EL DISEASE - POLICY LIMIT \$ 500000 EL DISEASE - EA EMPLOYEE \$ 500000
E	OTHER EXCESS LIABILITY	79815122	1/01/02	1/01/03	\$5,000,000 EACH OCCURRENCE \$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
PROJECT: GRANT COUNTY IM-NH 75-7(122)157EATON ASPHALT PAVING CO., INC.  
ATTN: ALAN ARCHAMBAULT  
1075 EATON DRIVE  
COVINGTON, KY 41017-9655SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John W. Hampton*

TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS

MEMO TO: FRANK DUNCAN, P.E., Chief District Engineer (D- 7 )  
SUBJECT: IM-NH 75-7 (122) 157 PCN- 20687  
GRANT COUNTY  
Subcontract No. 01 N. H. STONE, INC.

The Department of Highways, records indicate the proposed subcontractor is a currently approved qualified contractor with the Department. Further, it has been determined that the total amount proposed for subcontracting to date is less than 50% of the total amount of original contract; therefore, it meets the approval of the Department of Highways for EATON ASPHALT PAVING CO., INC. AND to subcontract the listed items of work to N. H. STONE, INC.

This approval is given with the definite understanding that all conditions relating to the Specifications, plans, proposal and instructions governing this contract are to be fully complied with by the subcontractor; further, the prime contractor's responsibility is in no way relieved or diminished as a result of this approval. Also, the prime contractor or a representative of his basic organization as general superintendent shall be on the project at all times when construction is in progress to receive and carry out such instructions as the Engineer may give.

This approval is contingent upon the subcontractor fully complying with the keeping in Kentucky, until released by the Department of Highways, completed and accurate records not limited to, but including, daily time books, payrolls, cancelled checks, invoices, etc., readily available for inspection by representatives of the Kentucky Department of Highways at any reasonable time.

Further, the contractor is to submit or require the above subcontractor to submit ALL FEDERAL PROJECTS the following forms:

Certified Transcript of Weekly Payroll, Form TC 14-308 and Form WH 348 must accompany each weekly payroll

We received and have in our files certificate indicating current public liability insurance with POWELL-WALTON-MILWARD, INC with expiration date of 01/01/2003 as coverage of operations to be performed by N. H. STONE, INC. in which is satisfactory.

A copy of this letter is being sent to the contractor and subcontractor in order that they may be familiar with the requirements to be met by an approved subcontractor.

Approval Date- 12/04/2002  
Total Value of Subcontract- \$ 748494.90

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Dexter Newman, P.E.  
Director, Division of Construction

cc:  
Contractor : EATON ASPHALT PAVING CO., INC. Subcontractor : N. H. STONE, INC.  
Resident Engineer : SIMPSON, M., District - 7  
Division of Contract Procurement: R. Stansel  
Office of Minority Affairs: Anna Patterson Division of Unemployment Insurance  
Kentucky Association of Highway Contractors Plantmix Industry of Ky., Inc.  
FHWA